

BRAD BRIAN (State Bar No. 79001)  
Brad.Brian@mto.com  
THOMAS B. WALPER (State Bar No. 96667)  
thomas.walper@mto.com  
HENRY WEISSMANN (State Bar No. 132418)  
henry.weissmann@mto.com  
BRADLEY SCHNEIDER (State Bar No. 235296)  
bradley.schneider@mto.com  
**MUNGER, TOLLES & OLSON LLP**  
350 South Grand Avenue  
Fiftieth Floor  
Los Angeles, California 90071  
Telephone: (213) 683-9100  
Facsimile: (213) 683-3702

*Attorneys for Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

In re:	Bankruptcy Case No. 19-30088 (DM)
PG&E CORPORATION,	Chapter 11
- and -	(Lead Case)
PACIFIC GAS AND ELECTRIC COMPANY,	(Jointly Administered)

Debtors.

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric  
Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case  
No. 19-30088 (DM).*

**CONSOLIDATED MONTHLY FEE  
STATEMENT OF MUNGER, TOLLES & OLSON  
LLP FOR ALLOWANCE AND PAYMENT OF  
COMPENSATION AND REIMBURSEMENT OF  
EXPENSES FOR THE PERIOD OF JANUARY  
29, 2019 THROUGH  
May 31, 2019**

**Objection Deadline: August 9, 2019  
4:00 p.m. (Pacific Time)**

[No hearing requested]

To: The Notice Parties	
Name of Applicant:	Munger, Tolles & Olson LLP
Authorized to Provide Professional Services to:	Counsel for Debtors and Debtors in Possession
Date of Retention:	January 29, 2019 <sup>1</sup>
Period for which compensation and reimbursement are sought:	January 29, 2019 through May 31, 2019
Amount of compensation sought as actual, reasonable, and necessary:	\$5,323,196.80 (80% of \$6,653,996.00)
Amount of expense reimbursement sought as actual, reasonable, and necessary:	\$99,363.65

Munger, Tolles & Olson LLP (“**MTO**” or “**Applicant**”), attorneys for PG&E Corporation and Pacific Gas and Electric Company (the “**Debtors**”) for certain matters, hereby submits its first consolidated Monthly Fee Statement (the “**Monthly Fee Statement**”) for allowance and payment of compensation for professional services rendered and for reimbursement of actual and necessary expenses incurred for the period commencing January 29, 2019 through May 31, 2019 (the “**Fee Period**”) pursuant to the *Order Pursuant to 11 U.S.C §§ 331 and 105(e) and Fed. R. Bankr. P. 2016 for Authority to Establish Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*, entered on February 28, 2019 [Docket No. 701] (the “**Interim Compensation Procedures Order**”).

By this Monthly Fee Statement, the Applicant requests payment of \$5,323,196.80 (80% of \$6,653,996.00) as compensation for professional services rendered to the Debtors during the Fee Period and payment of \$99,363.65 (representing 100% of the expenses incurred) as reimbursement for actual and necessary expenses incurred by the Applicant during the Fee Period.

Annexed hereto as **Exhibit A** is the name of each professional who performed services for the Debtors in connection with these Chapter 11 Cases during the Fee Period covered by this Fee

<sup>1</sup> The *Order Authorizing Debtors Pursuant to 11 U.S.C. § 327(e) and Fed. R. Bankr. P. 2014(a) and 2016 for Authority to Retain and Employ Munger, Tolles & Olson LLP as Counsel for Certain Matters for the Debtors Effective as of the Petition Date* [Dkt No. 1677] was entered on April 25, 2019 (the “**Retention Order**”).

1 Statement and the hourly rate and total fees for each professional. Attached hereto as **Exhibit B** is a  
2 summary of hours during the Fee Period by task. Attached hereto as **Exhibit C** is a summary of  
3 expenses incurred during the Fee Period. Attached hereto as **Exhibit D** are the detailed time and  
4 expense entries for the Fee Period.

5 **PLEASE TAKE FURTHER NOTICE** that, in accordance with the Interim Compensation  
6 Procedures Order, responses or objections to this Monthly Fee Statement, if any, must be filed and  
7 served on or before 4:00 p.m. (Pacific Time) on the 21st day (or the next business day if such day is  
8 not a business day) following the date the Monthly Fee Statement is served (the “**Objection**  
9 **Deadline**”).

10 **PLEASE TAKE FURTHER NOTICE** that upon the expiration of the Objection Deadline,  
11 the Applicant shall file a certificate of no objection with the Court with respect to any fees and  
12 expenses not subject to an objection, after which the Debtors are authorized and directed to pay the  
13 Applicant an amount equal to 80% of the fees and 100% of the expenses requested in this Monthly Fee  
14 Statement that are not subject to an objection. If a portion of the fees and expenses are subject to a  
15 properly and timely filed objection and the Applicant is unable to reach a consensual resolution with  
16 the objector, the Applicant may (i) request the Court approve the amounts subject to objection or (ii)  
17 forego payment of such amounts until the next hearing to consider interim or final fee applications, at  
18 which time the Court will adjudicate any unresolved objections.

19  
20 Dated: July 19, 2019

Respectfully submitted,

21 MUNGER, TOLLES & OLSON LLP

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23 By: /s/ Bradley Schneider  
24 Bradley Schneider

25 *Attorneys for Debtors and Debtors in Possession*  
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